

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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RICARDO INC.,

Plaintiff,

Case No.: 1:23-cv-09390-JPO

v.

**ANSWER AND AFFIRMATIVE
DEFENSES**

VIA MOTORS, INC., WIRELESS ADVANCED
VEHICLE ELECTRIFICATION, LLC d/b/a
WAVE CHARGING, and IDEANOMICS, INC.,

Defendants.

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Defendants VIA MOTORS, INC. (“VIA”), WIRELESS ADVANCED VEHICLE
ELECTRIFICATION, LLC d/b/a WAVE CHARGING (“Wave”) (collectively “Defendants”),
by their undersigned attorneys, for its answer to Plaintiff RICARDO INC.’s (“Plaintiff”) Complaint, states as follows:

AS AND FOR "Nature Of The Action"

1. Defendants admit that Plaintiff purports to assert causes of action for breach of contract and that Via and Wave are subsidiaries of IDEANOMICS, INC., but deny the remainder of the allegations in Paragraph 1 of the Complaint.

AS AND FOR "The Parties, Jurisdiction and Venue"

2. Defendants lack knowledge and information sufficient to form a belief as to the truth of the allegations set forth in Paragraph 2 of the Complaint.

3. Defendants admit the allegations in Paragraph 3 of the Complaint.

4. Defendants admit the allegations in Paragraph 4 of the Complaint.

5. Defendants state that Paragraph 5 of the Complaint contains conclusions of law that require no response. To the extent an answer is deemed necessary, Defendants deny the allegations in Paragraph 5 of the Complaint.

6. Defendants state that Paragraph 6 of the Complaint contains conclusions of law that require no response.

7. Defendants state that Paragraph 7 of the Complaint contains conclusions of law that require no response. To the extent that an answer is deemed necessary, Defendants deny the allegation in in Paragraph 7 of the Complaint.

8. Defendants state that Paragraph 8 of the Complaint contains conclusions of law that require no response. To the extent that an answer is deemed necessary, Defendants deny the allegation in in Paragraph 8 of the Complaint.

AS AND FOR "Facts Common To All Claims"

9. Defendants deny the allegations in Paragraph 9 of the Complaint.

10. Defendant deny the allegations in Paragraph 10 of the Complaint.

11. Defendants state that Paragraph 11 of the Complaint contains conclusions of law that require no response. Further answering, Defendants deny the allegations in Paragraph 11 of the Complaint.

12. Defendants deny the allegations in Paragraph 12 of the Complaint.

13. Defendants deny the allegations in Paragraph 13 of the Complaint.

14. Defendants state that Paragraph 14 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegation in Paragraph 14 of the Complaint.

AS AND FOR "FIRST CAUSE OF ACTION"

15. Defendants repeat and reallege all paragraphs contained above in paragraph "1" through "14" inclusive of this Answer with the same force and effect as if fully set forth herein.

16. Defendants state that Paragraph 16 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegations in Paragraph 16 of the Complaint.

17. Defendants deny the allegations in Paragraph 17 of the Complaint.

18. Defendants state that Paragraph 18 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegations in Paragraph 18 of the Complaint.

19. Defendants deny the allegations in Paragraph 19 of the Complaint.

20. Defendants state that Paragraph 20 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendant denies the allegation in Paragraph 20 of the Complaint.

AS AND FOR "SECOND CAUSE OF ACTION"

21. Defendants repeat and reallege all paragraphs contained above in paragraph "1" through "20" inclusive of this Answer with the same force and effect as if fully set forth herein.

22. Defendants state that Paragraph 22 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegations in Paragraph 22 of the Complaint.

23. Defendants deny the allegations in Paragraph 23 of the Complaint.

24. Defendants state that Paragraph 24 of the Complaint contains a conclusion of law that requires no response. To the extent an answer is deemed necessary, Defendants deny the allegations in Paragraph 24 of the Complaint.

25. Defendants deny the allegations in Paragraph 25 of the Complaint.

26. Defendants state that Paragraph 20 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendant denies the allegation in Paragraph 20 of the Complaint.

AS AND FOR “THIRD CAUSE OF ACTION”

27. Defendant repeats and realleges all paragraphs contained above in paragraph "1" through "26" inclusive of this Answer with the same force and effect as if fully set forth herein.

28. Defendants deny the allegations in Paragraph 28 of the Complaint.

29. Defendants state that Paragraph 29 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegations in Paragraph 29 of the Complaint.

30. Defendants deny the allegations in Paragraph 30 of the Complaint.

31. Defendants state that Paragraph 31 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegation in Paragraph 31 of the Complaint.

AS AND FOR “FOURTH CAUSE OF ACTION”

32. Defendants repeat and reallege all paragraphs contained above in paragraph "1" through "31" inclusive of this Answer with the same force and effect as if fully set forth herein.

33. Defendants deny the allegations in Paragraph 33 of the Complaint.

34. Defendants state that Paragraph 34 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegations in Paragraph 33 of the Complaint.

35. Defendants deny the allegations in Paragraph 35 of the Complaint.

36. Defendants state that Paragraph 36 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegation in Paragraph 36 of the Complaint.

AS AND FOR “FOURTH CAUSE OF ACTION”

37. Defendants repeat and reallege all paragraphs contained above in paragraph "1" through "36" inclusive of this Answer with the same force and effect as if fully set forth herein.

38. Defendants deny the allegations in Paragraph 38 of the Complaint.

39. Defendants state that Paragraph 39 of the Complaint contains a conclusion of law that requires no response. Further answering, Defendants deny the allegations in Paragraph 39 of the Complaint.

Defendants admit only that Plaintiff purports to seek judgment against Defendants for the relief referenced in the “WHEREFORE” Paragraphs of the Complaint. Except as admitted herein, Defendants deny the allegations in this “WHEREFORE” Paragraph of the Complaint.

AFFIRMATIVE AND OTHER DEFENSES

Defendants assert the following affirmative and other defenses without assuming any burdens of production or proof that, pursuant to law, belongs to Plaintiff. Defendants reserve the right to amend their answer and to assert any additional defenses as may become available or apparent during the course of this litigation.

FIRST AFFIRMATIVE DEFENSE

Plaintiff has failed to state a claim upon which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part under the doctrines of unclean hands, bad faith, equitable estoppel, and/or inequitable conduct.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by Plaintiff's failure to mitigate its damages.

FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because Plaintiff materially breached the contract under which it seeks to recover.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the equitable doctrines of laches or waiver.

SIXTH AFFIRMATIVE DEFENSE

Plaintiff's claimed damages were caused by its own acts or omissions or the acts or omissions of third parties over whom Defendant had no control and for whose actions Defendant had no responsibility.

SEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part by the equitable doctrine of unjust enrichment.

EIGHT AFFIRMATIVE DEFENSE

Plaintiff's claims are barred in whole or in part because of the lack of contractual privity between Plaintiff and Defendant Ideanomics, Inc.

RESERVATION OF RIGHTS

Defendant reserves the right to raise additional affirmative and other defenses that may subsequently become or appear applicable to Plaintiff's claims.

WHEREFORE, Defendant respectfully requests judgment dismissing the Complaint with prejudice and awarding them costs and such other relief as this Court deems just and proper.

JURY TRIAL DEMAND

Defendant requests a jury trial on all issues so triable in this action.

Dated: January 19, 2024

HANG & ASSOCIATES, PLLC.

s/ Ge Qu

Ge Qu, Esq.

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Attorney for Defendants